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 Receivable Fund, LP*

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF NEVADA**

In re:
 INFINITY CAPITAL MANAGEMENT,
 INC.,
 Debtor.

Case No.: 21-14486-abl

Chapter 7

HASELECT-MEDICAL RECEIVABLES
 LITIGATION FINANCE FUND
 INTERNATIONAL SP,
 Plaintiff,

Adversary Case No.: 21-01167-abl

v.
 TECUMSEH–INFINITY MEDICAL
 RECEIVABLES FUND, LP,
 Defendant.

**SUPPLEMENTAL STATEMENT OF
 UNDISPUTED FACTS IN SUPPORT OF
 TECUMSEH–INFINITY MEDICAL
 RECEIVABLE FUND, LP MOTION FOR
 PARTIAL SUMMARY JUDGMENT AS
 TO DIRECT PURCHASE
 RECEIVABLES**

TECUMSEH–INFINITY MEDICAL
 RECEIVABLES FUND, LP,
 Counter-Claimant,
 v.
 HASELECT-MEDICAL RECEIVABLES
 LITIGATION FINANCE FUND
 INTERNATIONAL SP,
 Counter-Defendant.

Hearing Date: October 25, 2022

Hearing Time: 1:30 p.m.

HASELECT-MEDICAL RECEIVABLES
LITIGATION FINANCE FUND
INTERNATIONAL SP,

Counter-Claimant,

v.

TECUMSEH-INFINITY MEDICAL
RECEIVABLES FUND, LP,

Counter-Defendant.

Pursuant to LR 7056, Defendant and Counterclaimant Tecumseh–Infinity Medical Receivable Fund, LP (“**Tecumseh**”) respectfully submits the following supplemental statement of undisputed facts in support of its *Reply in Support of Motion for Partial Summary Judgment as to Direct Purchase Receivables* (the “**Reply**”).

	TECUMSEH’S UNDISPUTED FACTS AND SUPPORTING EVIDENCE	HASELECT’S RESPONSE AND SUPPORTING EVIDENCE
	<p>On June 6, 2020, HASElect and Griffin Asset Management, LLC (“<u>GAM</u>”) filed a complaint (the “<u>Meyer Complaint</u>”) in the Circuit Court of Cook County, Illinois, County Department, Chancery Division against Tecumseh, its principal, Chadwick Meyer, Alternative Investment Specialists Limited and FTM Limited (the “<u>Meyer Action</u>”).</p> <p><i>See</i> Opposition [ECF No. 122], Ex. 5 (Meyer Complaint)</p>	
	<p>In the Meyer Complaint, HASElect asserted claims against Tecumseh (and the other defendants) arising from Tecumseh’s business dealings with the Debtor.</p> <p><i>See</i> Meyer Complaint, ¶¶ 92, 95-96</p>	

1	The Meyer Complaint contains	
2	allegations that: (i) HASelect and	
3	GAM owned and possessed	
4	confidential, proprietary, and trade	
5	secret information; and (ii)	
6	Tecumseh, Meyer, and FTM	
7	misappropriated the confidential,	
8	proprietary and trade secret	
9	information and used it to try to	
10	usurp Plaintiffs' existing and future	
11	business; and (iii) the	
12	misappropriation of HASelect's	
13	confidential, proprietary, and trade	
14	secret information by HASelect	
15	was intentional, knowing, willful,	
16	malicious, and fraudulent.	
17	<i>See Meyer Complaint, ¶¶ 92, 95-96</i>	
18	On August 12, 2022, HASelect and	
19	GAM filed a complaint (the " <u>Clark</u>	
20	<u>Complaint</u> ") in the United States	
21	District Court for the Northern	
22	District of Illinois against Simon	
23	Clark, another of Tecumseh's	
24	principals (the " <u>Clark Action</u> ").	
25	<i>See Opposition, Ex. 14. (Clark</i>	
26	<i>Complaint)</i>	
27	The Clark Action arises from	
28	HASelect's grievances with Clark	
	concerning Tecumseh's formation	
	and business dealings with the	
	Debtor.	
	<i>See Clark Complaint</i>	
	Through the Meyer Complaint,	
	HASelect sought to enjoin	
	Tecumseh from conducting	
	business with the Debtor and	
	damages.	
	<i>See Meyer Complaint, pp. 19-20.</i>	

1	In furtherance of that goal,	
2	HASelect sought a preliminary	
3	injunction against Tecumseh,	
4	Meyer, and FTM in the Meyer	
5	Action to “enjoin Defendants from	
6	doing business with nonparty	
7	[Infinity].”	
8	See Exhibit J (Court Order Denying	
9	Injunctive Relief)	
10	After a two-day hearing in which	
11	testimony was taken, various	
12	documents were admitted into	
13	evidence, and having heard the	
14	arguments of counsel, the Meyer	
15	Action court denied HASelect’s	
16	motion for preliminary injunction	
17	in its Order dated February 17,	
18	2021.	
19	See Exhibit J (Court Order Denying	
20	Injunctive Relief)	
21	The Meyer Action court issued the	
22	following findings in its February	
23	17, 2021 Order:	
24	<ul style="list-style-type: none"> Defendant Meyer worked for 	
25	GAM until May 2019.	
26	Subsequently, Meyer formed	
27	[Tecumseh] to purchase	
28	medical receivables in	
	connection with personal injury	
	cases. [Tecumseh] and Infinity	
	entered into a sub-advisory	
	agreement under which Infinity	
	provides portfolio management	
	and administrative services,	
	including negotiating the price	
	of receivables. [Tecumseh]	
	purchases receivables for itself	
	and secures a lien on proceeds	
	from the receivable...	
	<ul style="list-style-type: none"> As to the interference claim 	
	related to Infinity, it seems that	

1	the Defendants structured	
2	[Tecumseh] to avoid	
3	interfering with Infinity’s pre-	
4	existing contractual	
5	obligations with [HASelect].	
6	Significantly, unlike	
7	[HASelect] which loans	
8	money to Infinity to purchase	
9	the medical receivables,	
10	<u>[Tecumseh] is not a lender.</u>	
11	<i>See Exhibit J at 2-3 (emphasis</i>	
12	<i>added).</i>	
13	HASelect subsequently dismissed	
14	the Meyer Action without appeal.	
15	<i>See Exhibit K (docket for the</i>	
16	<i>Meyer Action)</i>	
17	HASelect filed its Complaint in this	
18	Adversary Proceeding on October	
19	19, 2021, and its Amended First	
20	Amended Complaint (“AFAC”)	
21	[ECF No. 24] in this Adversary	
22	Proceeding, the presently operative	
23	Complaint, on December 13, 2021.	
24	Like the Meyer Complaint, the	
25	AFAC includes claims against	
26	Tecumseh for declaratory relief,	
27	injunctive relief, and damages	
28	arising from Tecumseh’s business	
	dealings with the Debtor.	
	<i>See ECF Nos. 1 and 24</i>	
	The purpose of the Sub-Advisory	
	Agreement was to facilitate a sale	
	of the receivables directly between	
	the medical service providers and	
	Tecumseh.	
	<i>See Exhibit L [Hemmer Dep. Vol.</i>	
	<i>II at 185:15-20].</i>	
	The Debtor was not to acquire an	
	interest in the receivables or to be	

1	part of the chain of title.	
2	<i>See</i> Exhibit L, Hemmer Dep. Vol.	
3	II at 186:3-8.	
4	Tecumseh tied each purchase of a	
5	Direct Purchase Receivable to a	
6	check or wire transfer from	
7	Tecumseh's BofA Account payable	
8	to the selling medical service	
9	provider.	
10	<i>See</i> Reconciliation, attached as	
11	Exhibit F to Tecumseh's Statement	
12	of Undisputed Facts [ECF No. 92];	
13	Declaration of Michael Belotz	
14	("Belotz Decl.") [ECF No. 91] at ¶¶	
15	15-18.	
16	Tecumseh owned the BofA account	
17	and all of the funds within it.	
18	<i>See</i> Composite Exhibit G; Exhibit	
19	J, Exhibit L [Hemmer Dep. Vol. II	
20	at 188:25-189:15, Hemmer Dep.	
21	Vol. II. at 189:13-14] and Exhibit	
22	N; <i>see also</i> Belotz Decl. at ¶ 11;	
23	The BofA Account was titled in the	
24	name of "Tecumseh-Infinity	
25	Medical Receivables Fund, LP,"	
26	Tecumseh's legal name.	
27	<i>See</i> Composite Exhibit G; Exhibit	
28	J, and Exhibit N.	
	Funds in the BofA account came	
	from Tecumseh's investors.	
	<i>See</i> Exhibit N; <i>see also</i> Belotz	
	Decl. at ¶ 11 and Belotz Supp.	
	Decl. at ¶¶ 9, 12-13.	
	The Debtor did not include the	
	BofA Account on its Schedules.	
	<i>See</i> Debtor's Schedules [Main	

1	Case, ECF No. 47].	
2	The Debtor's assumed name was	
3	associated with the BofA Account	
4	only to allow checks to be	
5	deposited in the account.	
6	<i>See</i> Exhibit L [Hemmer Dep. Vol.	
7	II at 212:4-23, 215:18-21]; Belotz	
8	Supp. Decl. at ¶ 8.	
9	Debtor's principals signed checks	
10	as agents of Tecumseh and were	
11	allowed to do so only for	
12	Tecumseh's business.	
13	<i>See</i> Exhibit L [Hemmer Dep. Vol.	
14	II at 215:22-216:6]	
15	Debtor's signatures had to be	
16	countersigned by a representative	
17	of Tecumseh. Therefore, the	
18	checks drawn on the BofA Account	
19	show the signatures of both	
20	Tecumseh and Debtor's principals.	
21	<i>See</i> Composite Exhibit G, Exhibit	
22	L [Hemmer Dep. Vol. II at 215:18-	
23	216:11]; <i>see also</i> Belotz Decl. at ¶	
24	11;	
25	A proper tracing analysis	
26	demonstrates that Tecumseh's	
27	funds were used to purchase the	
28	Direct Purchase Receivables.	
	<i>See</i> Exhibit O (Tracing Analysis);	
	<i>see also</i> Belotz Supp. Decl. at ¶ 11.	
	Tecumseh deposited \$3.7 million of	
	its investor's money into the BofA	
	Account.	
	<i>See</i> Exhibit O; <i>see also</i> Belotz	
	Supp. Decl. at ¶ 12.	
	Tecumseh paid \$3.2 million out of	
	the BofA Account to purchase the	
	Direct Purchase Receivables.	

1		<i>See Exhibit F (Reconciliation)</i>	
2			
3		From July 2020 through September 2021, cumulative Tecumseh Deposits were higher than cumulative Provider Payments in each month. Thus, there were more than sufficient funds deposited by Tecumseh to purchase the receivables.	
4			
5		<i>See Belotz Supp. Decl. at ¶ 18</i>	
6			
7			
8			
9		Proceeds of receivables purchased by Tecumseh were deposited into the BofA Account but they represented a relatively minor part of the total funds (approximately 15%) in the account. Deposits related to receivables totaled \$696,747.	
10			
11		<i>See Belotz Supp. Decl. at ¶ 14.</i>	
12			
13			
14			
15		Tecumseh paid the Debtor \$723,073 out of the BofA Account in fees and expense reimbursements.	
16			
17		<i>See Belotz Supp. Decl. at ¶ 17.</i>	
18			
19			
20		Tecumseh distributed \$55,580.80 to the Debtor in October 2020 (Check 1001, dated 9/30/2020 cleared 10/1/2020) to enable the Debtor to purchase the Batch 1-G receivables, which are part of the Disputed Receivables, on Tecumseh's behalf.	
21			
22		<i>See Belotz Supp. Decl. at ¶ 18.</i>	
23			
24			
25		Two of the three purchase and sale agreements relied upon by HAsSelect and entered by and between the Debtor and the medical providers expressly contemplated	
26			
27			
28			

1	future sales of accounts receivables.	
2	See Opposition, Exhibits 28 and 33,	
3	¶ 3.	

4 Dated this 24th day of October 2022.

5 Respectfully submitted,

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